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ABSTRACT

The collective bargaining agreement between D'Youville College and D'Youville College Chapter (70 members) of the American Association of University Professors covering the period September 1, 1983-August 31, 1985, is presented. Items covered in the agreement include: unit recognition; management rights; grievance and arbitration; no strike/lockout; faculty rank, faculty development; instructional load; budget; faculty participation in appointment, promotion, renewal, nonrenewal, and tenure; termination of tenured faculty for cause; retrenchment; librarians; chairpersons of division; salaries; fringe benefits; retirement policy; faculty overload and summer session teaching; nondiscrimination; savings clause; and rights of the association. A agreement grievance form is appended. (SW)

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ED257379

A COOPERATIVE AGREEMENT

by and between

D'YOUVILLE COLLEGE

and

D'YOUVILLE COLLEGE CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

HE018434

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ARTICLE I

PREAMBLE

The intent and the purpose of this Agreement are to promote and improve the quality and effectiveness of education at D'Youville College, herein referred to as the College, and to maintain high standards of academic excellence in all phases of academic activity at the College. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices, procedures and matters affecting other conditions of employment.

It is recognized by the parties hereto that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that the College has responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced by conducting uninterrupted courses of study. It is further recognized that the roles and responsibilities of the administration and the faculty are interdependent in the determination and implementation of educational policy and objectives and require the broadest possible cooperation.

Both parties agree with and support the 1940 AAUP statement on academic freedom.

ARTICLE II

RECOGNITION

By virtue of the Certification of Representative issued by the National Labor Relations Board in accordance with the National Labor Relations Act, the College recognizes the D'Youville College Chapter, American Association of University Professors, herein called the Association, as the sole and exclusive negotiating representative of the employees of D'Youville College in the unit set forth below:

> All full-time faculty of D'Youville College, including professional Librarians, Division chairpersons, and members of the Order of Grey Nuns, but excluding part-time faculty, administrative employees, head librarian, guards and supervisors as defined in the Act, and excluding all other employees.

ARTICLE III

MANAGEMENT RIGHTS

The association and the employees covered by this Agreement agree that, except as expressly limited by specitic provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of the Employer's business; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force, to establish specifications for each class of positions, and to classify or reclassify, and to allocate or reallocate new or existing positions; to subcontract or discontinue temporarily or permanently, in whole or in part, its business or operations; to lay off, terminate, discharge, discipline or relieve employees for lack of work or other cause; and to require employees to observe College rules and regulations, provided that these rights shall not be contrary to the specific provisions of the Agreement. The matters contained above, except as expressly limited by specitic provisions of the Agreement and any acts of the College necessitated by mandate of any state or federal governmental authority, shall not be subject to the grievance or arbitration procedure of this Agreement.

ARTICLE IV

GRIEVANCE AND ARBITRATION

1. a. For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of any specific provision of this agreement. However, a grievance as defined above shall not include complaints relative to Article XIX entitled Non-Discrimination, articles specifically excluded from grievance, and matters pertaining to academic judgments rendered by the College. Grievances must be received and approved before submission to the process at step 3 by a two-thirds majority of the Executive Committee of the Association.

   b. In the event of any such dispute, the matter shall be processed and settled only pursuant to the following procedure:

      (1) All written grievances shall be submitted on the grievance form developed and approved by the parties to this Agreement. (Appendix A)

(2) The failure of the Association or of an employee to take any action authorized by this section within the time limits specified shall constitute a waiver of the right to proceed further and shall terminate the proceeding, and further appeal under the Agreement shall be barred.

(3) The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer by registered mail.

(4) It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended.

(5) No grievance will be entertained at step 3 and such grievance will be deemed waived, unless a written grievance is presented at this step within fifteen (15) calendar days after the employee knew or should have known of the act or condition on which the grievance is based.

(6) Any step of the grievance procedure may be bypassed by mutual agreement of the parties in writing.

(7) In the case of a class action grievance, the grievance may be submitted directly to the Dean of Academic Affairs.

(8) Grievances of Division Chairpersons shall be discussed verbally with the Dean of Academic Affairs in accordance with step 1 of the grievance procedure below, and if no satisfactory settlement is reached, may then be processed directly to step 3 of the grievance procedure below.

(9) A grievant may be accompained at all steps of the grievance procedure by a representative of the Association. Notwithstanding the presence of such a representative, the aggrieved party must be personally in attendance at all steps of the grievance procedure.

c. The grievance procedure:

(1) Step 1: In the first instance verbally between the faculty member and the appropriate Division Chairperson or the Director of the Library Resources Center in the case of librarians and the aggrieved employee. Such aggrieved employee shall be permitted to be accompanied by an Association representative if the aggrieved employee so desires. The Division Chairperson shall have the authority to resolve grievances at this step only with subsequent approval of the Dean. This meeting shall be held not more than five (5) calendar days after the grievance has been communicated to the Division Chairperson or the Director of the Library Resources Center.

(2) Step 2: If no satisfactory settlement is reached, the aggrieved employee shall have the option of either discussing the matter informally with the Dean of Academic Affairs (accompanied by a union representative, if the aggrieved employee so desires) and/or proceeding to step 3.

(3) Step 3: If no satisfactory settlement is reached, then the grievance, if so determined by a two-thirds majority of the members of the Executive Committee of the Association, shall be reduced to writing and submitted on the approved grievance form directly to the Dean of Academic Affairs who shall submit an answer in writing within ten (10) calendar days after receipt of the written grievance. The written answer shall be submitted to the aggrieved employee and Association representative, if used.

(4) Step 4: If the grievance is not resolved at step 3 or in the case of employer grievances, a joint conference on grievances consisting of two (2) members appointed by the President and two (2) members appointed by the AAUP shall be established. The grievant shall have five (5) calendar days in which to notify the D'Youville College AAUP that he/she wishes to meet with the joint conference. The D'Youville College AAUP shall have five (5) calendar days after notification from the grievant within which to notify the administration of the need for a meeting of the joint conference. Within fifteen (15) calendar days after notification has been sent to the administration, the joint conference shall meet and issue a written decision to the appropriate parties within fifteen (15) calendar days.

(5) Step 5: Should the grievance remain unresolved after the step 4 answer, the grievance may be submitted to the President or his/her representative within five (5) calendar days. Within twenty (20) calendar days of receipt of the grievance, the President or his/her representative shall meet, earnestly attempt to resolve the grievance and issue a written answer. The written answer shall be forwarded to the aggrieved employee and the D'Youville College AAUP. Employer grievances shall be filed directly with a designated representative of the D'Youville College AAUP within fifteen (15) calendar days after the alleged grievance occurs.

(6) If a procedural grievance only is not resolved at step 5, either party (the Association or the College) may submit the grievance to arbitration and in so doing must give the other party written notice of such intention within twenty (20) calendar days after the step 5 decision; otherwise, the grievance shall be deemed waived. If the parties hereto disagree with respect to whether or not an alleged grievance is procedural or substantive in nature it is agreed that such issue alone shall be submitted forthwith to binding arbitration for resolution in accordance with the arbitration provisions of this Agreement. In the event that such arbitration results in a determination that an alleged grievance is procedural in nature, and in the event that the Association determines to proceed on such alleged procedural grievance, the parties shall select a new arbitration Chairperson and proceed to arbitration on the alleged procedural grievance in accordance with the arbitration provisions of this Agreement.

2. In the event that a grievance is submitted to arbitration, upon receiving notice of intent to arbitrate, the Association and College will each appoint one (1) member of the Arbitration Panel within five (5) calendar days. The two (2) appointees will select a third member who shall serve as Chairperson. In the event that the parties are unable to mutually agree on an arbitrator, either party may request the American Arbitration Association to provide a panel of qualified arbitrators, one (1) of whom will be selected by the parties.

3. The Panel will promptly conduct whatever meetings or hearing it, in its sole discretion, shall deem just and proper, with the Association and the College being responsible for expenses

incurred by its appointee and the parties to divide equally the expenses and fees of the Chairperson, as well as costs incurred by the Panel as a whole. All data relevant to the grievance shall be made available to the Panel, which shall issue a decision on the grievance to the President of the College and the President of the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the Panel shall be binding on all parties.

4. The Arbitration Panel shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement. The Panel's authority shall be limited to deciding only whether a specific procedural provision of this Agreement has been violated, misapplied or misinterpreted and determine an appropriate procedural remedy only for the same, and the Panel shall have no power or authority to review any substantive decisions or judgments of the Employer, which matters have been expressly excluded from arbitration under the grievance procedure herein, nor to direct any remedy which is substantive in nature.

ARTICLE V

NO STRIKE: NO LOCKOUT

The Association, its members and each employee member, individually and collectively, agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slow-down, or interruption of work of any kind during the term of this Agreement.

The Association, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices, and shall, in good faith, use every reasonable effort to have such practice terminated, including the prompt direction of its members to return to work.

The Association shall not question the College's right to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the College shall be final and binding upon the Association, its members and all employees covered by this Agreement, and shall not be subject to the grievance procedure herein.

The College will not lock out its employees or any group of its employees covered by this Agreement during the term of this Agreement.

ARTICLE VI

FACULTY RANK

1. a. Faculty ranks at the College are: instructor, assistant professor, associate professor and professor.

   Librarian ranks at the College are: instructor librarian and assistant professor librarian.

   b. Initial rank on first appointment is determined by the President, after reviewing the recommendation of the Dean of Academic Affairs in consultation with the Division Chairperson. In the case of new appointments to the faculty, account will be taken of various forms of relevant experience and professional recognition. Relevant experience at other comparable institutions may be considered in determining the initial rank.

   c. Rank of appointment and promotion at the College are based on, but not limited to, scholarly achievement as indicated by degree held, mastery of subject field, successful experience in college teaching, and professional participation in college and community activities.

   d. In evaluating a faculty member's qualification for appointment, renewal, promotion and tenure, consideration is given to the quality of a candidate's performance in terms of the following criteria:

      (1) Professional Competence: as documented by such things as: degrees, further graduate study, licenses, certifications, professional experience, honors and awards, attendance at professional meetings and workshops, research, publications and scholarly presentations, membership and activity in professional societies, and academic reputation in the subject matter field.

      (2) Teaching Effectiveness: in classroom, clinical, field or other settings as documented or demonstrated by peer references and evaluations, student evaluation, and development and revision of courses, course materials and curricula.

(3) Effectiveness of College and Community Service: as documented or demonstrated by such things as committee work, administrative work, participation in college governance and professional activities with other college offices, student advisement, and community service and activities.

e. The Divisional Personnel Committees are expected to apply these criteria for promotion in the larger context of the College's mission.

f. The President makes the final determination on initial rank, appointment and promotion, and this decision shall not be subject to the grievance procedure.

2. Eligibility requirements for consideration for promotion through the Divisional Personnel Committees are:

a. Instructor: Ordinarily, the minimum requirement is a master's degree. Only in exceptional circumstances is an individual engaged with less than a master's degree.

Promotion: A full-time instructor becomes eligible for review for promotion to the rank of assistant professor after a minimum of three (3) years of successful teaching or the attainment of the doctorate.

b. Instructor Librarian: An MLS degree. Only in exceptional circumstances is an individual employed with less than an MLS degree.

c. Assistant Professor Librarian: An MLS degree, three (3) years of appropriate full-time experience; satisfactory performance according to the criteria and methods of evaluation as determined under Article VI, #1, d, 1-3, as appropriate.

d. Assiscant Professor: The minimum requirement is a master's degree in academic fields. For faculty members in this rank, the college regards the possession of the doctorate as highly desirable.

Promotion: An assistant professor may be considered for advancement to the rank of associate professor after a minimum of three (3) years of successful faculty performance as implied by other sections of this contract.

e. *Associate Professor: The degree required is the doctorate or a terminal degree plus thirty (30) credit hours of study in appropriate subjects as approved by the Dean of Academic Affairs and the division. Appointment to this rank presupposes evidence of continuing and increasing achievement in scholarly and professional pursuits.

Promotion: An associate professor holding a doctorate or a terminal degree plus sixty (60) credit hours of study in appropriate subjects as approved by the Dean of Academic Affairs may be advanced to the rank of professor normally after ten (10) years of successful faculty performance as implied by other sections of this contract.

f. *Professor: Appointment or promotion to the rank of professor ordinarily presupposes the distinguished fulfillment of all requirements of the lower academic ranks.

g. Professor Emeritus: On the resignation or retirement of a faculty member in good standing who has earned the esteem of his/her colleagues for academic contributions, the title Professor Emeritus may be awarded. The faculty makes nominations through the Dean of Academic Affairs who submits recommendations to the President.

Emeritus rank shall carry with it the following privileges that are relevant and possible: use of library and study facilities, office and research space, eligibility for consultation and program development, and precedence in one's rank at all academic functions.

*In the case of faculty holding the rank of Assistant Professor or Associate Professor whose full-time appointment became effective prior to September 1977, the following applies for promotion to:

Associate Professor: the degree required is the doctorate, or, under certain circumstances, the master's degree with additional study; and Professor: an associate professor holding a master's degree may, in exceptional cases, be promoted to the rank of professor.

In addition, the criteria listed under Article VI, #1, d, 1-3, will be used. It is emphasized that particular care in this evaluation will be directed to the factors supporting the "exceptionality" of the faculty member being considered for promotion to the rank of associate professor and professor under these circumstances.

ARTICLE VII

FACULTY DEVELOPMENT

D'Youville College recognizes the importance of continually improving itself and what it does as an undergraduate educational institution. To further its efforts toward self-improvement, the College shall earnestly attempt to identify and make known to its faculty, resources in support of this objective. Utilization of such resources would appropriately involve broad consultation with the faculty and Faculty Council.

ARTICLE VIII

INSTRUCTIONAL LOAD

All full-time faculty are expected to hold teaching responsibilities each semester. In assigning teaching responsibilities the College will, whenever possible, insure that for purposes of instruction no member of the full-time faculty would be required to be on campus for an undue period of time from first to last teaching obligation in any one day nor for an unreasonable number of sequential days. Additionally, the College will generally attempt to maintain the teaching load of its instructors at twelve (12) credit hours or its equivalent. Deviations from these guidelines and instructional equivalencies will be determined by the Dean of Academic Affairs and the Division Chairperson, in consultation with the affected faculty member. In cases of disagreement, the President will make a final determination after consideration of previous decisions in this regard. This article shall not be subject to the grievance procedure.

ARTICLE IX

BUDGET

Faculty will be provided a reasonable opportunity for consultation, input and advice regarding the development of the annual academic budget through the Division Chairperson and the Dean of Academic Affairs as follows:

1. The Dean of Academic Affairs will meet with each division for the purpose of discussing recommendations for the preparation of the annual academic budget for the respective division.

2. The Dean of Academic Affairs will meet with all divisions together for the purpose of reviewing division recommendations for the annual academic budget.

3. A representative of the Budget Committee will meet annually with the College Assembly to present highlights of the annual budget. The purpose of this financial report will be to inform the Assembly.

ARTICLE X

FACULTY PARTICIPATION IN APPOINTMENT, PROMOTION, RENEWAL, NON-RENEWAL AND TENURE

1. Statement of Principles

   a. Tenure is status granted by the College in recognition of sound scholarship, enthusiasm for teaching, professional attitude, teaching skill, and esteem of students and peers. Tenure is a privilege, not a right. Tenure can only be granted as a result of a positive action and determination by the President of the College.

   b. Granting of tenure is determined at the sole discretion of the President and such determination shall not be subject to the grievance procedure. The College subscribes to the generally accepted principle that, after a period not to exceed seven (7) consecutive years of teaching at full-time academic rank at D'Youville College, a faculty member is entitled to review before the end of the sixth year for tenure. If tenure is not to be granted the faculty member will be notified at that time.

   c. In exceptional cases the Dean of Academic Affairs may recommend for tenure a faculty member with less than seven (7) years of teaching at D'Youville College, but who has at least seven (7) years of teaching on the college level. Such recommendation to the President of the College shall be accompanied by appropriate documentation.

   d. No tenured faculty personnel shall be dismissed except for adequate cause as stated in Article XI or during retrenchment as stated in Article XII.

   e. The evaluation of all faculty shall proceed as provided in Article X.

f. Renewal, non-renewal, promotion and decisions on tenure for faculty must be based on, but not limited to, the indivi[illegible]al's merit, with substantial weight given to teaching competence, performance of primary professional functions in a clinical or field situation, and criteria as stated in Article VI and 1, a above.

g. In all cases, faculty shall be informed in writing, by the appropriate committee chairperson, of the recommendation of the Divisional Personnel Committee (DPC) or the College Appeals Committee (CAC). If the recommendation is negative, the faculty member, upon request, shall be informed of the reasons for the recommendation.

h. Recommendations of the DPC or CAC shall be written, accompanied by, but not limited to, a dossier prepared by the DPC/CAC in the formulation of their recommendation, as well as the dossier prepared by the candidate in accordance with Article X, 2 d (6).

i. The DPC's and the CAC shall establish and observe time frames that will assure meeting the folowing deadlines for recommendations to the Dean of Academic Affairs who will forward their recommendations along with his/her own to the President of the College. This schedule must include time for any possible appeal process. All actions and functions of the DPC and the CAC, including all appeals, as described in Article X, shall be completed and their recommendations forwarded to the Dean of Academic Affairs by the dates indicated below. In the event of a failure to comply with the time requirements set forth below, the administration of the College will make its decision and notification without such recommendation.

j. Written copies of personal recommendations generated by chairpersons and the dean will be made available to candidates, in confidence upon their written request.

k. The procedure for faculty review is monitored and adjusted as needed upon the agreement of the AAUP and the college administration.

2. Deadlines For Faculty Personnel Actions

a. Renewal, Non-renewal and Tenure	Dean of Academic Affairs to receive by	College notification to faculty member by
For faculty in their first year of service, recommendations for a second year appointment;	Feb. 15	Mar. 1
For faculty in their second year of service, recommendations for a third year appointment:	Dec. 1	Dec. 15
For a fourth year appontment:	June 30	Aug. 31
For faculty in their third year or more, recommendations for subsequent appointments:	June 30	Aug. 31
For tenure faculty (comprehensive evaluation of performance and scholarly growth-three year cycle)	June 30	Aug. 31
For promotions	June 30	Aug. 31

In applying the above, it is understood that faculty hired full-time for the Spring semester of any year should fill a specific need for that particular semester. Such faculty will be appointed to qualified rank*, unless determined otherwise by the President. For such exceptions, the President with AAUP shall develop an appropriate schedule of evaluation.

If such faculty are retained for the following Fall semester, they shall be appointed to faculty rank with their effective date of service beginning at that time. Prior service at qualified rank shall count only for the purpose of retrenchment.

*Qualified rank: Rank having a designation other than the standard tenure-track designations of instructor, assistant professor, associate professor, and professor.

b. Evaluation of Tenured Faculty

Beginning in 1984, 1/3 of the tenured faculty will have a comprehensive evaluation of their performance and scholarly growth. A list will be developed starting with the most senior tenured faculty and will be divided into three (3) years so that a three year cycle is developed.

b. Promotions

All faculty eligible for and interested in promotion in rank must give timely and written notification to their DPC that they wish to be reviewed by them for each promotion. Notice regarding promotion decisions will be given to faculty members as soon as possible, but no later than August 31 as noted.

c. Resignations

All faculty intending not to return the next academic year shall submit a notice to that effect to the Dean of Academic Affairs by March 1 of the current academic year.

3. The Divisional Personnel Committees

a. Functions

(1) To evaluate annually the professional performance of all non-tenured faculty within a division.

(2) To do comprehensive evaluation of a tenured faculty member's performance and scholarly growth every three years.

(3) To advance evaluations, as well as affirmative and negative recommendations based on these evaluations to the Dean of Academic Affairs who will forward these recommendations, with his/her own, to the President of the College in the areas of renewal, promotion and tenure. All recommendations of the DPC concerning tenure must be forwarded to the CAC which will forward the recommendation of the DPC along with its own to the Dean of Academic Affairs.

(4) To develop time schedules for personnel evaluation, recommendation, appeal (if such is the case) and final recommendation to the Dean of Academic Affairs in sufficient time to allow compliance with the National AAUP deadlines for notification as stated in 2, a, of this Article.

b. Membership:

The DPC for each division shall consist of the chairperson plus two (2) faculty members of the division except Nursing which shall have six (6).

Whenever reasonable, the members of a division to be elected to their DPC shall be tenured and hold credentials and a record of performance at least at a level expected of the candidates to be reviewed by them.

Members shall be elected for two year terms, with half the terms expiring each year. Elections shall take place at the last divisional meeting of the academic year preceding the one in which the new members are to begin their terms of service. Faculty members elected to the DPC must have completed, or shall have completed at the end of the academic year in which they are elected, three (3) years of full-time service at faculty rank at D'Youville College. In extraordinary circumstances, as determined by the division, this requirement may be waived by a simple majority vote of the division.

At the same divisional meeting when the faculty members of the DPC are elected, the division will also elect one (1) alternate with the same qualifications as stated above for a two (2) year term. The alternate will serve in the place of an elected faculty member in the instance of a faculty member who cannot, in good conscience, serve or who is to be considered for renewal, promotion or the granting or tenure.

c. Meetings

(1) The first meeting of the DPC's for the academic year shall be called by the Chairpersons of the respective divisions within the first two (2) weeks of the new academic year. At the first meeting, each DPC shall select a chairperson for the DPC.

(2) Thereafter, the respective DPC's shall decide when and how often they will meet in order to meet the deadlines for evaluations and recommendations.

(3) Complete minutes of all DPC meetings must be recorded and a written copy of the minutes for each DPC meeting must be kept on file in the Office of the Chairperson of the respective division. These minutes are confidential and restricted to use by the DPC only, and the Dean of Academic Affairs and the President upon request.

d. Procedures

(1) Initial Appointment

(a) The Division Chairperson or the Director of the Library Resources Center shall interview applicants for faculty positions within their division and make recommendations to the Dean of Academic Affairs. Where desirable, other members of the divison may be consulted.

(b) The Dean of Academic Affairs will make recommendations for faculty positions to the President of the College.

(c) Faculty rank will be determined by the President. The Dean of Academic Affairs, in consultation with the Chairperson of the division, will recommend faculty rank to the President. Normally, faculty hired full-time for the Spring semester will be given qualified rank.

(2) Renewal

In making an evaluation for renewal, the DPC shall consider primarily teaching competence and/or performance of primary professional functions in a clinical or field situation, as well as any special conditions stipulated in writing at the time of initial employment. Consideration shall be given to the needs of the College and the particular division, working relationships with colleagues, student involvement, continued professional development, committee service, research, publications, professional participation and other aspects of professional involvement. In making these evaluations, the Committee shall use the documents stipulated in 3, d, (6) of this article and other applicable information as set forth in 3,d, (7), (8), (9).

(3) Promotion

In making a written evaluation and recommendation for promotion, the DPC shall follow the criteria set forth in Article VI on faculty rank. It shall use the documents stipulated in 3,d, (6) of the Article and other applicable information as set forth in 3,d, (7), (8), and (9).

(4) Tenure

(a) The faculty member must be evaluated for tenure during the sixth (6th) year.

(b) A faculty member may be evaluated before the sixth (6th) year at the request of the Dean of Academic Affairs.

(c) The granting of tenure shall be subject to any written statement made at the time of initial employment between the faculty member and the administration of D'Youville College. Any such agreement shall not violate this written Agreement and notification will be sent to the Association.

(d) In making a written evaluation and recommendation for tenure, the DPC shall follow the criteria set forth in Article VI on faculty rank. It shall use the documents stipulated in 3,d (6) of this article and other applicable information as set forth in 3,d (7), (8) and (9).

(e) Notwithstanding anything contained herein, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure.

(5) The Chairpersons of the respective divisions are responsible for the following:

(a) Each academic year, the Chairperson shall submit to his/her respective DPC's and publish in a prominent place by September 30th of the academic year a written list of all faculty members in their division. This list shall stipulate the evaluation-recommendation deadline for each faculty member listed and deadline for submission and receipt of all supporting documents, as stipulated below in 3,d (6), for each faculty member listed.

(b) Each faculty member to be evaluated will be notified in writing by the Chairperson of his/her respective division of the deadline for his/her evaluation-recommendation and the deadline for submission and receipt of all supporting documents for the evaluation as stipulated below in 3,d (6).

(6) Evaluation

Each faculty member to be evaluated by the DPC must submit in accordance with the schedule established in 2d (5) to the Chairperson of his/her respective division a dossier containing the documents stipulated below:

Documents to be submitted

(a) Self-Evaluation; this evaluation should include:

-the full and up-to-date curriculum vitae of the faculty member;
-record of scholarly achievement, writings, guest lecturer, etc.;
-membership in professional organizations;
-honor or recognition;
-conferences, institutes and meetings attended;
-review of college service, committee work, administrative posts, etc.;
-review of community service, civil offices held, charitable activities, etc.

(b) Peer evaluations; confidential peer evaluations may be solicited by the faculty member to be evaluated (if he/she so desires).

The DPC may solicit letters of peer evaluation from persons suggested by the evaluee. Such letters will be confidential and transmitted directly to the DPC.

(c) Summary of student evaluations prepared by the Chairperson.

(7) The DPC's must issue a written invitation offering each faculty member to be evaluated the opportunity to appear before the committee at the time of his/her evaluation.

(8) The DPC's shall have the right to request from the faculty member being evaluated any other pertinent information they deem necessary to render an accurate and impartial evaluation.

(9) The DPC's may request an on-site visitation to a faculty member's classroom. The faculty member to be evaluated has the right to refuse this request; refusal of this request by the faculty member to be evaluated shall not be prejudicial to his/her evaluation by the DPC. However, nothing contained herein shall restrict the ability of the Dean of Academic Affairs or his/her designated representative to visit classes for the purpose of evaluation of teaching performance.

(10) All recommendations made by the DPC's shall be made by simple majority vote. All recommendations made by the DPC's shall be appealable by the faculty member being evaluated to the CAC using the procedures set forth in the appeal procedure in Article X,4.

(11) If a DPC agrees to re-evaluate a faculty member upon being asked by the CAC to undertake such re-evaluation, the faculty member to be re-evaluated shall be accorded the same privileges and rights that he/she was entitled to in his/her original evaluation as stipulated in 2, d, (7) and (9) above.

(12) All faculty members shall have the right of access to their DPC file. DPC files shall contain information used in evaluation, the evaluation and recommendations based upon these evaluations, exclusive of DPC minutes and confidential information.

(13) Recommendations and procedures of the DPC are appealable to the CAC, but are not grievable. Recommendations and procedures of the CAC are not grievable.

4. The College Appeals Comittee

a. Functions

(1) To hear appeals from non-tenured faculty who have been recommended for non-renewal and make a recommendation in this area to the Dean of Academic Affairs.

(2) To hear appeals from non-tenured faculty who, even though renewed, claim they have not received an accurate and impartial evaluation and make a recommendation in this area to the Dean of Academic Affairs.

(3) To hear appeals from tenured and non-tenured faculty who have been considered and not recommended for promotion by the DPC and make recommendations to the Dean of Academic Affairs.

(4) To act as a mediation board in the instance of a tenured faculty member who has dismissal proceedings instituted against him/her as stated in Article XI, 2, c.

(5) To review all recommendations concerning tenure submitted to it by the DPC, formulate its own recommendation, and forward it, along with the dossier and the recommendations of the DPC, to the Dean of Academic Affairs.

(6) To evaluate the librarians for renewal and promotion and make recommendations to the Dean of Academic Affairs, who will forward them, along with his/her own recommendations, to the President of the College.

b. Membership

The committee shall consist of one (1) representative from each of the six (6) divisions, one (1) representative from the Library faculty excluding the Director of the Library Resource Center, and two (2) at-large alternates elected by a simple majority vote of the Faculty Council. Only tenured faculty shall serve on this committee*. Chairpersons are not eligible to serve as members or alternates. No faculty member may hold membership on the CAC and DPC concurrently. Alternates shall serve when a member cannot in good conscience serve or when a member has brought his/her own appeal before this committee. Members shall serve for two (2) years and shall be elected as follows:

* This requirement may be waived when there is no tenured person in a division and is waived for the library member.

Division and Library representatives shall be elected by simple majority vote at their last meeting in alternate years. (Education, Business and Social Sciences in odd-numbered years; Humanities, Nursing, Natural Sicnece and Library in even-numbered years.)

One alternate shall be elected by simple majority vote of the Faculty Council at the last meeting of each year.

c. Meetings

The nursing representative is considered to be temporary chairperson of the committee for the purpose of calling the first meeting of the committee; this meeting must be held within the first two (2) weeks of the new academic year. At this meeting, the committee shall elect a permanent chairperson for the remainder of the academic year and shall disseminate the name of this person and all other members of the committee to the faculty by posted public written notice. This committee shall meet the same deadline for the renewal, non-renewal and promotion for librarians as stated for faculty in this article. Except for the first meeting, as stated above, all meetings of this committee shall be convened by the chairperson within ten (10) calendar days of receiving a written appeal or a recommendation for tenure from a DPC. For the purpose of evaluating the librarians, the DPC deadlines as stipulated in Sec. 2 of this article will be used.

d. Appeal Procedure

(1) The CAC shall hear all appeals made to it that are in conformity with the procedures set forth below in this Article, excluding matters related to its function as a mediation board in the instance of a tenured faculty member who has dismissal proceedings instituted against him/her as in Article XI, 2, c.

(2) Non-tenured and tenured faculty

(a) A faculty member must appeal to the chairperson of the CAC within ten (10) calendar days of receiving a written statement of the recommendations from his/her respective DPC.

(b) A faculty member must detail the particulars of the appeal in the written request made to the chairperson of the CAC. A written statement must be sent to the Dean of Academic Affairs to inform him/her that the recommendations of the faculty member's DPC are being appealed.

(3) The CAC shall deliberate and issue a recommendation on all appeals heard.

(4) All recommendations of the CAC shall be forwarded by the date specified in 2, a, of this Article to the Dean of Academic Affairs who shall then forward them, along with his/her recommendation, to the President of the College for decision and notification to the faculty member involved.

(5) Notwithstanding anything contained herein, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure.

e. Functioning Procedure

(1) In the instance of an appeal of a recommendation made by a DPC, the CAC will proceed as follows:

(a) The CAC will attempt to determine if an accurate and impartial evaluation has been provided by the DPC.

(b) If the CAC determines in its judgment the evaluation to be accurate and impartial it shall further determine whether the recommendation is reasonable and consistent with the criteria for renewal, promotion and the granting of tenure as set forth in this article.

(c) If the CAC determines in its judgment the evaluation to be inaccurate and/or partial the CAC will direct the DPC to submit a new evaluation. Should the DPC refuse to comply or if the new evaluation is still inaccurate and/or partial, the CAC will conduct its own evaluation. The new evaluation or the CAC evaluation shall then be used in determining whether the recommendation is reasonable and consistent with college-wide standards and the appropriate criteria set forth in this article.

(d) The CAC shall then forward its recommendation by the date stated in 2, a, of this Article to the Dean of Academic Affairs who shall forward this recommendation, along with his/her recommendation, to the President of the College for decision so that notification can be made to the faculty by the dates herein specified.

(2) In the instance of an appeal by a faculty member challenging the accuracy or impartiality of his/her evaluation, the CAC will proceed as follows:

(a) The CAC will attempt to determine if an accurate and impartial evaluation has been provided by the DPC.

(b) If the CAC determines in its judgment the evaluation to be accurate and impartial it shall further determine whether the recommendation is reasonable and consistent with the criteria for renewal, promotion and the granting of tenure as set forth in this article.

(c) If the CAC determines in its judgment the evaluation to be inaccurate and/or partial the CAC will direct the DPC to submit a new evaluation. Should the DPC refuse to comply or if the new evaluation is still inaccurate and/or partial, the CAC will conduct its own evaluation. The new evaluation or the CAC evaluation shall then be used in determining whether the recommendation is reasonable and consistent with college-wide standards and the appropriate criteria set forth in this article.

(d) The CAC shall then forward its recommendation by the date stated in 1, i, (1) of this Article to the Dean of Academic Affairs who shall forward this recommendation, along with his/her recommendation, to the President of the College for decision so that notification can be made to the faculty by the dates herein specified.

(2) In the instance of an appeal by a faculty member challenging the accuracy or impartiality of his/her evaluation, the CAC will proceed as follows:

(a) The CAC will attempt to determine if the DPC evaluation is impartial and accurate; if they find the evaluation impartial and accurate, it shall stand as is.

(b) If the CAC determines in its judgement the DPC evaluation to be inaccurate and/or partial they shall direct the DPC to submit a new evaluation. Should the DPC refuse to comply or the new evaluation is still judged inaccurate and/or partial, the CAC will conduct its own evaluation.

(3) In the instance of a need for the CAC to act as a mediation board, it shall proceed as stipulated in Article XI, 2, c.

f. Nothing contained herein shall restrict the ability of the Division Chairpersons or Director of the Library Resources Center from making recommendations to the Dean of Academic Affairs on appointment, promotions, renewal, non-renewal and tenure where applicable.

g. If the President of the College, in reviewing a tenure case, believes he/she may come to a decision contrary to the recommendations of both the DPC and CAC, he/she shall meet with the chairpersons of the two (2) committees and the Dean of Academic Affairs to review the case.

h. Nothing contained in this article shall restrict the right of the President of the College with respect to his/her right to promote, renew and grant tenure to faculty members not recomended or considered by the DPC and/or CAC.

i. Notwithstanding anything contained herein to the contrary, all determinations made by the President are final and at his/her sole discretion. Such determinations are not subject to the grievance procedure.

ARTICLE XI

TERMINATION OF TENURED FACULTY FOR CAUSE

1. Termination of tenured faculty shall be for adequate cause. Such faculty may be terminated for serious and/or continued

   a. inadequate performance of duties,

   b. incompetence, or

   c. serious misconduct.

2. Dismissal of a faculty member with tenure will be preceded by the following steps:

   a. Confidential notification to the faculty member by the administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and a copy of this collective bargaining Agreement.

   b. This action shall be followed by discussions between the faculty member and appropriate administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the faculty member.

c. If no mutually satisfactory resolution is reached in step b above within four (4) weeks, the matter shall be referred in writing by the President of the College or his/her designee to the CAC which shall assist the parties in attempting to effect a resolution. The CAC shall conclude its role within four (4) weeks.

d. If settlement is achieved in steps b and c, the issue shall be deemed resolved, and a statement of the terms of the mutual agreement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.

e. If, after conclusion of the above steps, no settlement has been achieved and D'Youville College wishes to continue further dismissal proceedings, the faculty member shall be notified in writing of the charges and their particulars (with a copy to AAUP) by the President or the President's designee, and the faculty member's case will be heard by a hearing committee as stipulated in step f.

f. Hearing Committee: The committee to conduct the hearing shall be an ad hoc committee consisting of five (5) members, two (2) of whom are chosen by the President of the College, two (2) by the D'Youville College Chapter of the AAUP and the fifth by agreement among the other four (4) members. All five (5) must have at least seven (7) years of full time service in the College, if feasible. The committee shall be established within ten (10) calendar days after the administration has notified the D'Youville College Chapter of the AAUP that it wishes to continue dismissal proceedings. The committee will elect its own chairperson.

Committee Proceeding: The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. The committee, in consultation with the President or his/her designee and the faculty member, will exercise its judgment as to whether the hearing shall be open or closed. If any facts are in dispute, the testimony of appropriate evidence concerning the matter set forth in the President's letter to the faculty member shall be received. The committee will question any witnesses, and, if necessary, will secure the presentation of evidence important to the case.

Consideration by Hearing Committee: The committee shall reach its decision in conference by majority vote on the basis of the hearing. The committee will inform both parties of the numerical result of the vote, in writing. It will also communicate, in writing, to both parties the majority opinion and where appropriate, the minority opinion, if the minority so desires.

g. If no mutually acceptable solution is reached, either party (the Association or the College) may appeal to arbitration and in so doing must give the other party written notice of such intention within twenty (20) calendar days after the previous step decision; otherwise, the appeal shall be deemed waived.

h. In the event that an appeal is submitted to arbitration, upon receiving notice of intent to arbitrate, the parties will each appoint one member of the Arbitration Panel within five (5) calendar days. The two (2) appointees will select a third member who shall serve as chairperson. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request of the American Arbitration Association to provide a panel of qualified arbitrators, one of whom will be selected by the parties.

i. The Panel will promptly conduct whatever meetings or hearings it, in its sole discretion shall deem just and proper, with the Association being responsible for expenses incurred by its appointee, and the parties to divide equally the expenses, and the fees of the chairperson, as well as costs incurred by the Panel as a whole. All data relevant to the appeal shall be made available to the Panel, which shall issue a decision on the appeal to the President of the College and the President of the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the Panel shall be binding on all parties.

j. The Arbitration Panel shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement. The Panel's authority shall be limited to deciding only whether a specific article and section of this Agreement has been violated, misapplied or misinterpreted, and recommend an appropriate remedy for same.

k. During the process described in this article, the faculty member may be suspended by the administration or assigned to other duties in lieu of suspension, but only if he/she is unable to discharge his/her faculty responsibilities or if immediate harm to himself/herself or others is threatened by his/her continuance in his/her former duties. Before suspending a faculty member, pending an ultimate determination of his/her status through the hearing procedures, the administration shall consult with the AAUP concerning the propriety, the length, and the other conditions of the suspension. Salary shall continue during the period of the suspension.

l. If any of the aforementioned deadlines as stipulated above are not conformed to by members of the Association it is considered a waiver by the Association and the charged employee, and the administration is no longer restricted by any procedural obligations that would have otherwise been applicable. Deadlines may be extended by mutual agreement of the parties.

ARTICLE XII

RETRENCHMENT

1. Retrenchment shall be defined as the termination of any academic or professional employee during any appointment.

2. In the event the College anticipates retrenchment in the event of a bona fide need as solely determined by the College which causes reduction or elimination of programs and adjustment of the size of faculty and support for any reason, which may include but is not limited to, declining enrollment, financial exigency, reorganization, curriculum or degree revision requiring reallocation of resources, etc., the Association will be advised and consulted by the Dean of Academic Affairs regarding the reasons and the programs considered for elimination or reduction.

3. The Association may request and shall be granted a meeting of representatives of the Association and the administration for the purpose of discussing such anticipated retrenchment prior to a final decision by the President. The Association shall be entitled to no more than three (3) representatives selected by the Association.

4. The order of reducing the size of the faculty pursuant to this article, except where in the judgment of the President the order of reduction would eliminate an individual deemed critical to the College mission, shall be as follows:

   a. Reductions shall first take place in the affected division, discipline or program among part-time faculty, then faculty retained beyond normal age of retirement, then non-tenured faculty members and then tenured faculty members.

   b. Reduction among tenured faculty in the affected division, discipline or program shall be on the basis of seniority except where the order of reduction would eliminate an individual deemed critical to the College mission.

   c. Prior to the termination of employment of any tenured faculty member as described in paragraph b above, consideration shall be given to extending tenure to such faculty personnel in other positions in the same division or a position in some other area of the College commensurate with the individual's qualifications as determined by the President of the College in consultation with the Division Chairperson and such determination shall not be subject to the grievance procedure. Such an offer of tenure shall not be granted if, as a result thereof, any other tenured faculty member with greater seniority in any other division of the College is terminated.

d. Seniority shall be determined by continuous employment in faculty rank at D'Youville College including absence for sabbatical leave, maternity leave of six (6) months or less per pregnancy, sick leave of six (6) months or less, professional leave of one (1) year or less, and military leave.

5. The order of reducing the size of the library staff, pursuant to this article shall be as stated in #4 of this article where applicable.

6. In the event a program or position which has been reduced or eliminated is reactivated or reinstated within a period of two (2) years, the faculty member or librarian whose services were terminated because of the reduction or elimination shall be offered the position he/she formerly held.

7. Nothing herein shall be construed to place an obligation on the College to fill a vacancy.

ARTICLE XIII

LIBRARIANS

Librarians will be employed on a twelve (12) month schedule. They will receive days off during which offices of the College are closed, and also receive twenty-one (21) days of vacation after one (1) year of full time employment and for each year thereafter, at a time approved by the Director of Library Resources Center. After four years of continuous, successful service, librarians shall become eligible, upon recommendation of the Director of Library Resources Center and the Dean of Academic Affairs, for extended appointments of three (3) years.

The work day for librarians will be eight (8) hours. Hours in excess of eight (8) daily or forty (40) weekly will be paid one and half time the regular rate. Overtime must have the prior approval of the Director of the Library Resources Center.

ARTICLE XIV

CHAIRPERSONS OF DIVISIONS

1. Criteria:

   a. The Division Chairperson, where feasible, should ordinarily possess:

(1) an earned doctorate or appropriate terminal degree in the field in which he/she is teaching or a closely allied field;

(2) a minimum of five (5) years of effective teaching experience at the college level;

(3) tenure and hold a minimum rank of assistant profesor;

(4) exceptional competence in his/her field;

(5) leadership and administative capabilities.

b. Waiver of one or more of the above qualifications will be permitted when the candidate demonstrates strength in other designated areas.

2. Selection of Division Chairperson

a. The selection and retention of Division Chairpersons shall be determined exclusively by the President, which determination shall not be subject to the grievance procedure herein. Prior to such selection by the President, each division, on the basis of a majority of full time faculty members in such division, may recommend to the Dean of Academic Affairs one or more full-time faculty members of the division to serve as chairperson. The Dean of Academic Affairs will forward his/her recommendation along with that of the division to the President who shall then make the final determination.

b. At the request of the Dean of Academic Affairs each division will recommend, by a date established by the Dean of Academic Affairs, one (1) or more full time faculty members of the division to serve as chairperson. The Dean of Academic Affairs or the President, in the event the recommendation is rejected, will communicate the circumstances to the division if appropriate.

c. In exceptional circumstances, with the concurrence of the Dean of Academic Affairs, the division may recommend a person outside the division for chairperson.

d. The method of selection of the faculty members to be recommended to the Dean of Academic Affairs will be determined by the full-time faculty members of the division. At least a majority of the full-time faculty members of the division must approve the recommendations.

f. The Dean of Academic Affairs will appoint a member of the full-time faculty of the division as acting Chairperson to fill a vacancy until the appointment of a candidate has been made.

g. The term of office of a Divison Chairperson will be three (3) years. The term is renewable by the usual selection procedure.

h. The Division Chairperson will be entitled to:

(1) a reduction in his/her teaching load of three (3) credit hours per semester*,

(2) in extraordinary circumstances, as determined by the Dean of Academic Affairs in consultation with the division, the teaching load of Division Chairpersons may be reduced more than three (3) credit hours per* semester,

(3) Division Chairpersons must teach a minimum of three (3) credit hours*,

(4) in extraordinary circumstances, the Division Chairperson, in consultation with the Dean of Academic Affairs and the division, may teach more than nine (9) credit hours*, per semester.

* or its equivalent as determined by the Dean of Academic Affairs in consultation with the Division Chairperson.

3. A stipend will be awarded to the Division Chairperson in recognition of his/her added responsibility in the amount of $1,000 annually.

ARTICLE XV

SALARIES

Economics:

All eligible faculty in each year of the agreement (eligibility as defined in previous contracts) are to receive base salary increases of five and one-half percent (5½%). In addition, the college will provide a discretionary salary increase pool not to exceed one percent (1%) of the 1982-83 base payroll of eligible faculty members for 1983-84 and of one-half percent (½%) of the 1983-84 base payroll of eligible faculty members for 1984-85.

In 1983-84 the one percent (1%) salary pool will be used to address (a): increases in rank minimums; and (b) matters of inequity, if any.

(a) The minimum salary at each of the faculty ranks will be as follows:

a.	Instructor:	$12,500
b.	Assistant Professor:	$14,500
c.	Associate Professor:	$15,500
d.	Full Professor:	$17,500

If not achieved by base salary increase for 1983-84, all eligible faculty will be raised to these new minimums.

(b) Equity review is to be undertaken to ensure that no individual faculty member is compensated at a rate significantly below his or her peers for reasons which appear arbitrary and institutionally controllable. It requires the exercise of judgment. The review should include such considerations as length of service, comparability in rank, length in rank, credentials, area of expertise, impact of market, and similar criteria. One member of the President's staff and one member of the faculty shall carry out this equity review in confidence, report their observations jointly to the President and the Executive Committee of AAUP, and identify for the President of the College's determination any individuals who they believe are deserving of equity consideration and adjustment. The President of the College shall review, in confidence, the outcome of this process with the President of AAUP.

In 1984-85 the one-half percent (½%) salary pool will be used to provide discretionary increases in base salaries. Such increases are to be granted by the President of the College to faculty who, in addition to the satisfactory fulfillment of the criteria for appointment, renewal, promotion and tenure (Addendum, January 14, 1983), have demonstrated outstanding performance in one or more of those criteria. Primary consideration will be given to an individual's performance during the academic year preceding review for the award. The amounts for each such award will range between $500 and $1000.

Nominations for a merit award may be made by an individual, by peers, by a division chairperson, by the Dean of Academic Affairs, or by the President.

All nominations are to be submitted on a form developed for this purpose, providing full documentation and justification for the nomination. The list of all such nominees will be presented to the CAC and

Divisions Chairpersons for their review. The CAC and Division Chairpersons shall independently assess each nominee for rating as high, medium, or low, and subsequently provide their recommendation for awards. The President of the College shall review, in confidence, the outcome of this process with the President of AAUP.

The above processes for equity and merit review and award apply within the economic limits described above, and do not apply or restrain the continuing ability of the College to escalate or exceed any existing wages or benefits provided for herein.

ARTICLE XVI

FRINGE BENEFITS

1. Worker's Compensation: Worker's Compensation benefits are provided to all employees covered by this Agreement to the extent mandated by law.

2. Medical Insurance: The College shall pay 85 percent toward family coverage and 85 percent toward single coverage for Blue Cross/Blue Shield 82-83 plan plus Blue Cross Rider 4 and major medical insurance for full-time employees who are covered by this Agreement and who shall request it in writing. For affected employees, the College will extend the limits of its major medical insurance from $15,000/$30,000/$100 deductible to $250,000/$100 deductible. The College shall also pay the same amount towards participation in Health Care Plan or Independent Health Association, if the employee chooses either of these plans in preference to Blue Cross/Blue Shield.

3. Social Security: Social Security benefits will be provided to all employees covered by this Agreement to the extent mandated by law.

4. Life Insurance: The College shall continue to provide to all employees covered by this Agreement who have completed two (2) full years of continuous service Group Life Insurance which is underwritten by the Metropolitan Life Insurance Association. Faculty holding the rank of Associate Professor and Professor are eligible without a waiting period.

5 Retirement:

   a. The college shall continue to make available to all full-time employees covered by this Agreement who have completed one (1)

full year of service the retirement program through the Teachers Insurance and Annuity Association of America (TIAA). Faculty already enrolled in the plan when first employed at D'Youville College are eligible without a waiting period.

b. The employee participants in the above program shall remit their premium payments on the basis of twelve (12) equal monthly payroll deductions. The College will contribute an amount equal to 5 percent of the annual salary of participating faculty.

6. Disability Insurance: The College shall continue to provide to all full-time employees covered by this Agreement who have completed two (2) full years of continuous service Group Total Disability Benefits Insurance underwritten by Commercial Union Life Insurance of New York. Faculty holding the rank of Associate Professor and Professor are eligible upon completion of one year of service.

7. Sick Leave:

a. In the event that any full-time employee covered by this Agreement is required to be absent due to an extended illness or disability (including pregnancy) only, as established by a physician's statement, the President shall grant such employee full salary for a period of leave not to exceed thirty (30) working days per contract year. Subsequent to such thirty (30) days of said extended illness or disability (including pregnancy) such employee shall receive only the difference between full salary and the salary of a substitute. The college, in consultation with the Division Chairperson, shall endeavor to find said qualified substitute at least cost.

b. It is further agreed that any disability benefits for which such employee may become entitled due to such extended illness shall be paid to the College while the employee is receiving full salary.

c. Employees, after five (5) consecutive days of illness, shall provide to the Dean of Academic Affairs upon request a physician's written statement containing the nature of the personal illness involved and expected duration of the absence. The College may, at its discretion, require the faculty member to be examined and the faculty member agrees to be examined by a physician of the College's choice at no cost to the faculty member.

8. Holidays and Vacations:

a. Except for those days when classes are not in session, the

faculty member is expected to be available for work from the first day of enrollment in the first semester until the date that semester grades are due, or in the case of the second semester until commencement. However, under extenuating circumstances as judged by the Dean of Academic Affairs or President, in consultation with the Division Chairperson, the faculty member may also be required to be available for a period of, hopefully, not more than one (1) week prior to the beginning of a semester or two (2) weeks after commencement. Such periods will be used only for matters which are essential to the academic program and cannot be handled reasonably during the academic semester. Any planned use of such time will be scheduled as close to the beginning or end of the semester as is reasonably possible.

b. The academic year consists of two (2) semesters of approximately sixteen (16) consecutive weeks each as stipulated on the official college calendar, the first beginning near the first of September, and the second near the end (middle) of January.

9. Scholarships:

a. The D'Youville scholarships (tuition remission) for spouses and dependent children apply to full-time students attending the regular fall or spring semester at D'Youville College. To be eligible for tuition remission the faculty member must be full-time, and the spouse or dependent child must:

(1) be a full-time student;

(2) take courses at the baccalaureate level;

(3) complete all tuition assistance eligibility forms in the appropriate manner.

Fees and associated costs are paid by the individual.

Dependent children are classified as unmarried sons or daughters, including adopted sons or daughters and stepsons and stepdaughters providing they meet the qualifications for dependent children as defined by the Internal Revenue Service Code.

b. The benefit of tuition remission will cease immediately upon the termination of employment.

c. The amount of tuition remission will be determined after all private, state and federal awards are allocated. Tuition remission shall be limited to eight (8) semesters of satisfactory achievement for entering freshmen. Transfer students will be limited to the difference between eight (8) semesters and previous full-time semesters' attendance at another collegiate institution.

d. A written request for a waiver of tuition for dependent children must be submitted to the Business Office by April 1st or November 1st for fall and spring semesters respectively of each year.

e. A scholarship of $500 annually may be used at other colleges by a dependent child pursuing a full-time course of study at the associate or baccalaureate degree level not available at D'Youville College, and if the student maintains satisfactory academic standing as determined by the college. Eligibility for such scholarships shall be determined by the President and his/her decision shall not be subject to the grievance procedure.

10. Tuition Free Course: Full-time employees covered by this Agreement shall be permitted to take, tuition free, credit or non-credit courses at D'Youville College in the regular or summer session with the approval of the Dean of Academic Affairs.

11. Leave of Absence:

a. Sabbatical Leave: A faculty member, after seven (7) consecutive years of service as a full-time faculty member at D'Youville College may request a sabbatical leave for the pursuit of scholarly study and research. Faculty requesting such leave shall submit a written application to the President of the College, accompanied by a plan of study (including a statement setting forth the activities to be undertaken and the values to be derived not only for the individual but also for the College), at least two (2) full semesters in advance of the intended commencement of such leave, with a written promise to return to employment with the College for two (2) years upon completion of such leave. Faculty will be paid full salary if the leave is for one semester, and half salary if for a full year. Retirement benefits, if any, will continue at the level of compensation.

b. Professional Leave: The College may grant professional leaves for those faculty members who have not fulfilled the stated requirements for sabbatical leaves, if deemed advisable by the President of the College, the time, duration, compensation and benefits, if any, to be determined at his/her discretion.

c. Personal Leave: Upon a faculty member's written request, the President of the College may grant a personal leave of absence, the time, duration and compensation, if any, to be determined at his/her discretion. The written request usually shall be submitted at least one (1) month prior to the requested leave of absence and shall state fully the reasons therefor. Upon the commencement of such leave of absence and for the period of such leave, employees involved shall not accrue or utilize any benefits provided for in this Agreement, including sick leave. However, the faculty member shall be permitted to continue medical insurance coverage without cost to the College during the period of such leave.

d. Personal Leave of Absence Without Pay: Upon advance written request of four (4) months (where possible) by a faculty member in the unit covered by this Agreement, the President of the College may, in his/her exclusive discretion (the exercise of which shall not be subject to the grievance procedure herein), grant a personal leave of absence without pay for personal reasons including sickness or disability (including pregnancy), for a period not to exceed six (6) months. Such leave of absence without pay may, upon written request, be extended at the exclusive discretion of the President of the College (the exercise of which shall not be subject to the grievance procedure herein).

Application for a leave of absence without pay for reasons of sickness or disability (including pregnancy) shall include a certificate by a doctor certifying the nature of the illness or disability (including pregnancy) occurred or to occur; the inability of the faculty member to perform his/her normal duties after such date; the anticipated date that such illness or disability (including pregnancy) will conclude; and the anticipated date that such faculty member will be able to return to his/her regular duties. A faculty member granted such leave shall require his/her physician to provide the College with information relative to the illness or disability (including pregnancy); shall advise the College in writing every sixty (60) days advising of the faculty member's continued desire to maintain employment status, failure of which shall constitute a voluntary termination of employment; and shall, upon return, provide a physician's statement confirming the faculty member's physical fitness to continue the performance of his/her normal duties. It is understood that the College may require such faculty member to submit to a physical examination by a doctor designated by the College at no cost to the faculty member.

Upon the date of commencement of any such leave of absence without pay, as provided for herein, and for the period of any such leave, faculty members involved shall not accrue nor utilize any benefits provided for in this Agreement, including sick leave. However, such faculty members shall be permitted to continue medical insurance coverage at no cost to the College during the period of such leave.

Any faculty member who fails to comply with any of the application or notice provisions required herein, or who fails to resume active employment at the conclusion of any such leave of absence without pay, will be considered to have abandoned his/her position and resigned.

e. Military Leave: Military leave benefits shall be available to all employees covered by this Agreement only to the extent mandated by Statute.

f. Bereavement Leave: In the event that an employee is bereaved by the death of a husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, or grandparents, such employee may absent himself or herself from work with pay for a period of three (3) consecutive work days, provided:

(1) the employee attends the funeral; and

(2) the three (3) days referred to above include the day of the funeral.

Bereavement leave shall not apply during periods when the employee involved is on vacation or absent from work because of sickness, leave of absence or any other leave. The limit on allowable days may be extended in extenuating circumstances as determined by the President.

g. Jury Duty Leave:

(1) An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and the wages that such employee would have earned during the time actually lost from work due to such jury duty. Jury duty pay is limited to ten (10) days per contract year, and it applies only to jury services performed during the scheduled work week.

(2) The employee shall be required to:

(a) notify the Division Chairperson when he/she is notified to report for jury duty;

(b) return to the Division Chairperson a completed form certified by the Court Clerk;

(c) cooperate with the college in requesting excuse or delay from jury duty where the employee's absence will adversely affect the employer's operation;

(d) report back for work immediately after he/she is released from the responsibilities of jury duty.

h. Any faculty member who fails to resume active employment by the end of the leave of absence will be considered to have abandoned his/her position and resigned.

i. Time spent on professional or personal leaves shall not be deemed an interruption in service to D'Youville College and shall not count toward time to be accrued for tenure, promotion or other leaves unless otherwise agreed by the individual and the President of the College at the granting of the leave.

j. The President of the College may grant or reject such requests for sabbatical, professional or personal leaves and such decisions shall not be subject to the grievance procedure.

12. Outside Employment: No faculty member shall be employed in any occupation which interferes with the performance of his/her duties at D'Youville College.

ARTICLE XVII

RETIREMENT POLICY

1. Retirement for members of the faculty will occur on the 30th of June following the attainment of the 70th birthday. With the recommendation of the Dean of Academic Affairs and the division/department involved, the President may extend to such individuals annual appointments for a period not to exceed five (5) years, i.e., the attainment of the 75th birthday. Payments by the College into the retirement plan and the group life insurance cease following the 65th birthday. All other benefits will be continued.

2. Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members should notify and consult the President regarding the effective date of retirement.

3. Members of the faculty who retire because of age or incapacity may be granted their academic rank emeritus at the time of retirement by the President of the College on the recommendation of the appropriate faculty committee.

ARTICLE XVIII

FACULTY OVERLOAD AND SUMMER SESSION TEACHING

Full-time faculty, except in extraordinary circumstance, will be given the first priority to teach an overload course in their area of expertise during the regular academic year. They will be given similar consideration for summer session teaching. Overload courses are in addition to a faculty member's regular teaching responsibilities as defined in ARTICLE VIII, Instructional Load. Schedules for faculty overload and summer teaching compensation will be subject to continuing study and review for appropriateness by the College.

ARTICLE XIX

NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any applicant for employment or employee covered by this Agreement with regard to sex, age, creed, race, color, disability or national origin.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXI

TOTAL AGREEMENT CLAUSE

Except as provided herein, neither the Association nor the Employer shall be required by the other to renegotiate any provision of this Agreement during the term thereof. Any part of the contract may be renegotiated by mutual agreement of the College and the Association.

ARTICLE XXII

FINAL AGREEMENT

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all these terms and conditions. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at that time they negotiated or signed this Agreement.

ARTICLE XXIII

RIGHTS OF THE ASSOCIATION

1. Use of college facilities

   Duly authorized representatives of the AAUP shall be permitted access to and use of the property and facilities of the College for the purpose of conducting AAUP business, provided that:

   (1) Such representatives make application for such at least five (5) calendar days prior thereto to the Dean of Academic or his/her authorized representative.

   (2) Such application states the date, location, duration and times of such visit or use.

   (3) Such requested access to or use of the property and facilities of the College shall not interfere with or interrupt college operations or other faculty members in the performance of their duties.

(4) No faculty member shall engage in AAUP activities during the time that he/she should be performing teaching or other duties to the College.

(5) Such requested access to or use of the property and facilities of the College does not result in additional cost or expense to the College.

(6) The Dean of Academic Affairs or his/her designated representative grant permission for such visit or use, the refusal of which shall not be subject to the grievance procedure herein.

2. Bulletin Boards

The College shall permit the AUUP use of bulletin boards to the extent that such bulletin boards presently exist, provided that all notices to be posted on such bulletin boards must first be submitted to the Dean of Academic Affairs and that such notices not contain anything exclusively determined by the Dean of Academic Affairs to be objectionable, which determination shall not be subject to the grievance procedure herein.

ARTICLE XXIV

DURATION AND SIGNATURE CLAUSE

The provisions of this Agreement shall become effective as of Sept. 1, 1983, and shall continue in full force and effect until and including August 31, 1985. Thereafter, this Agreement shall continue in effect from year to year unless either party notifies the other in writing, no earlier than the May 1 and no later than the July 1 immediately preceding the expiration date of this Agreement, of its intention to modify or terminate this Agreement. The parties shall, unless waived or extended by mutual agreement of the parties, meet within thirty (30) days of receipt of such notice to commence negotiations, at which meeting, the parties shall simultaneously exchange their respective proposals.

D'YOUVILLE COLLEGE

by Sister Denise M. Roth

D'YOUVILLE COLLEGE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

by Lynnette Wolfgram McClive

APPENDIX A

D'YOUVILLE COLLEGE - AAUP
Agreement Grievance Form

TO BE COMPLETED BY GRIEVANT OR REPRESENTATIVE:

Date:

Name of Grievant:

Home Address:

Phone Number:

Division/Department:

Title:

Date when grievance first occurred:

Provision(s) of Agreement allegedly violated: Article___
Section___
Page_____

Statement of Grievance: (use additional sheets if required)

Remedy sought: (use additional sheets if required)

_____
Signature of aggrieved party

_____
Name of Representative

THIS FORM MUST BE USED TO FILE A GRIEVANCE PURSUANT TO ARTICLE IV OF THE COLLEGIATE BARGAINING AGREEMENT BETWEEN D'YOUVILLE COLLEGE AND THE D'YOUVILLE COLLEGE CHAPTER OF AAUP.

Date received by President's Office _____By:_____

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